

**CITY OF LA VISTA  
MAYOR AND CITY COUNCIL REPORT  
JULY 2, 2018 AGENDA**

<b>Subject:</b>	<b>Type:</b>	<b>Submitted By:</b>
CHANGE ORDER FOR ROOF REPAIR AT CITY HALL & COMMUNITY CENTER	◆ RESOLUTION ORDINANCE RECEIVE/FILE	JEFF CALENTINE DEPUTY DIRECTOR OF PUBLIC WORKS

**SYNOPSIS**

A resolution has been prepared authorizing a change to the not to exceed price for the roof repair at City Hall and the Community Center from \$57,748.00 to \$64,703.00

**FISCAL IMPACT**

The FY17/18 Biennial Budget provides funding for the proposed project.

**RECOMMENDATION**

Approval.

**BACKGROUND**

Resolution 18-090 passed by City Council June 19, 2018 authorized the repair of the City Hall and Community Center roof in an amount not to exceed \$57,748.00. Staff discovered, after that meeting, the portion of that quote for repair of the small barrel roof was not included in the not to exceed amount. This change order will increase the not to exceed amount by \$6,955.00.

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA, AUTHORIZING A CHANGE ORDER FOR THE REPAIR AND RECOAT OF THE BARREL PORTIONS OF THE ROOF FOR THE CITY HALL AND COMMUNITY CENTER BUILDING TO AN AMOUNT NOT TO EXCEED \$64,703.00.

WHEREAS, the City Council of the City of La Vista has determined that repair and recoat of the roof on the City Hall and Community Center Building is necessary; and

WHEREAS, the FY17/18 Biennial Budget provides funding for the proposed project; and

WHEREAS, three estimates were received; and

WHEREAS, Elevate Roofing, Denison, Iowa has submitted the low qualified bid; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secures Council approval prior to authorizing any purchase over \$5,000.00.

WHEREAS, Resolution 18-090, passed by City Council on June 19, 2018 approved a not to exceed price of \$57,548.00 which was a portion of the quote.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Council of La Vista, Nebraska authorize a change order for the repair and recoat of the barrel portions of the roof for the City Hall and Community Center building to an amount not to exceed \$64,703.00.

PASSED AND APPROVED THIS 2ND DAY OF JULY, 2018.

CITY OF LA VISTA

\_\_\_\_\_  
Douglas Kindig, Mayor

ATTEST:

\_\_\_\_\_  
Pamela A. Buethe, CMC  
City Clerk



2509 4<sup>TH</sup> AVE S DENISON, IOWA 51442  
 PH 712-263-5059 | 800-635-6422  
 FX 712-263-6844 | EMAIL [info@elevateroofers.com](mailto:info@elevateroofers.com)

## CONTRACT | PROPOSAL

May 2, 2018

### CUSTOMER INFORMATION

Jeff Siebels  
 City of La Vista  
 9900 Portal Road  
 La Vista, NE 68128  
 (402) 593-6455  
[jsiebels@cityoflavista.org](mailto:jsiebels@cityoflavista.org)

### PROJECT INFORMATION

Roof Repairs  
 La Vista City Hall & Comm. Center  
 8116 Park View Boulevard  
 La Vista, Nebraska 68128

### CONTRACTOR INFORMATION

Estimator – Mark Keyser  
 712-263-9681 mobile  
[mark@elevaterooferst.com](mailto:mark@elevaterooferst.com)

We hereby submit specifications for the following:

#### ROOF REPAIRS

We will perform recommended roof repairs on the small barrel roof as follows:

1. We will adhere 5" quickseam to the face of the existing gravel stop that extends down onto the face of the brick 1" along the entire east and west roof edges. (approximately 325')
2. We will provide and install fascia metal that hooks onto the top of the existing gravel stop and extends down past the new 5". This will be face fastened at 2' on center with color match screws.
3. We will apply new caulking to the failed caulk joints of the steel headers above the windows. (approximately 150' total)

**WE PROPOSE** hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Six Thousand, Nine Hundred Fifty-five and no/100----- \$6,955.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Carl D. Boer  
 Authorized Contractors Representative

**ACCEPTANCE OF CONTRACT | PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
 Authorized Owners Representative

**ELEVATE**

## GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Repairs are warranted for new materials and workmanship for 2 years. Should a leak reoccur due to failed materials or installation within 2 years, it will be repaired or replaced at no charge. Such circumstances shall not be grounds for withholding payment of the Contract Price. Contractor shall have no responsibility for water damage inside the building or underlying roofing substrate (including mold)
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

## CONTRACT CONDITIONS

### DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

### DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

### ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.



2509 4<sup>TH</sup> AVE S DENISON, IOWA 51442  
 PH 712-263-5059 | 800-635-6422  
 FX 712-263-6844 | EMAIL [info@elevateroofers.com](mailto:info@elevateroofers.com)

## CONTRACT | PROPOSAL

May 2, 2018

### CUSTOMER INFORMATION

Jeff Siebels  
 City of La Vista  
 9900 Portal Road  
 La Vista, NE 68128  
 (402) 593-6455  
[jsiebels@cityoflavista.org](mailto:jsiebels@cityoflavista.org)

### PROJECT INFORMATION

Roof Repairs  
 La Vista City Hall & Comm. Center  
 8116 Park View Boulevard  
 La Vista, Nebraska 68128

### CONTRACTOR INFORMATION

Estimator – Mark Keyser  
 712-263-9681 mobile  
[mark@elevaterooferst.com](mailto:mark@elevaterooferst.com)

We hereby submit specifications for the following:

#### ROOF REPAIRS

We will perform recommended roof repairs on the large barrel roof as follows:

1. We will adhere 5" quickseam to the face of the existing gravel stop that extends down onto the face of the brick 1" along the entire north and south roof edges. (approximately 425')
2. We will provide and install fascia metal that hooks onto the top of the existing gravel stop and extends down past the new 5". This will be face fastened at 2' on center with color match screws.
3. We will apply new caulking to the failed caulk joints of the steel headers above the windows. (approximately 150' total)

**WE PROPOSE** hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Eight Thousand, Seven Hundred Sixty-one and no/100----- \$8,761.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Carl D. Boer  
 Authorized Contractors Representative

**ACCEPTANCE OF CONTRACT | PROPOSAL** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Accepted by: \_\_\_\_\_  
 Authorized Owners Representative

**ELEVATE**

## GENERAL CONDITIONS

- 1) This proposal constitutes our offer to Owner upon the terms and conditions stated herein and shall become a binding contract on the terms and conditions stated herein when Owner's acceptance is indicated by its signature or issuance of a purchase order. Any additional or different terms or conditions proposed by Owner are objected to and are hereby rejected unless specifically adopted or approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Owner's acceptance.
- 2) Repairs are warranted for new materials and workmanship for 2 years. Should a leak reoccur due to failed materials or installation within 2 years, it will be repaired or replaced at no charge. Such circumstances shall not be grounds for withholding payment of the Contract Price. Contractor shall have no responsibility for water damage inside the building or underlying roofing substrate (including mold)
- 3) If roof tear-off is to be performed, Contractor shall not be responsible for damages caused by (a) water penetration into the building resulting from moisture contained or trapped in or under the existing roof surface, which is released during tear-off, and (b) penetration of dust, dirt or mold spores into the building resulting from the tear-off.
- 4) Damage occurring to the new or existing roofing membrane, resulting from acts of other contractors or persons authorized by Owner to conduct operations above or upon the new or existing membrane, shall be the responsibility of Owner.

## CONTRACT CONDITIONS

### DUTIES AND RESPONSIBILITIES OF CONTRACTOR:

- 5) Contractor has included, and shall pay, all applicable tax on materials purchased and incorporated into the project unless noted otherwise (if the project is exempt from tax, owner shall provide a tax exempt certificate before commencement).
- 6) Contractor will have Worker's Compensation Insurance in limits required by state law and Comprehensive General Liability Insurance coverage in force for all of its operations under this proposal including damage to roofing materials.
- 7) Contractor shall take all reasonable safety precautions with respect to the Work, and shall have responsibility for compliance of its equipment and employees with all applicable laws, ordinances, rules, regulations and orders of any public authority for the safety and health of persons on the job site. Contractor shall have specific responsibility for housekeeping in its immediate work area, and will remove rubbish and debris caused by the Work. Contractor shall not be responsible for the safety and health of any persons present at the job site who are not employees of Contractor.

### DUTIES AND RESPONSIBILITIES OF OWNER:

- 8) The Contract Price shall be paid as stated above and as follows: Owner agrees that the balance of all sums due under this agreement shall be immediately due and payable upon completion of the Work, and that Contractor may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this agreement which is not paid within thirty (30) days of its due date. If payments are not made when due, interest, costs incidental to collection and attorneys' fees (if an attorney is retained for collection) shall be added to the unpaid balance. Progress payments will be made by Owner on the basis of the work completed per month, based on Contractor's estimate.
- 9) Owner is responsible for any necessary permits including associated costs unless otherwise noted.
- 10) At the time Contractor commences the Work, Owner will provide Contractor with exclusive access and use of all roof areas where the Work is to be performed and such additional areas as are reasonably necessary for the Contractor to perform the Work without interruption. Contractor shall not be required to perform the Work while snow or other moisture conditions exist on the roof surface, unless Owner provides for removal or curing of such conditions.

### ARBITRATION, ACCEPTANCE AND EXECUTION

- 11) All disputes, claims and questions regarding the rights and obligations of the parties under the terms of this Agreement are subject to arbitration. Either party may make a demand for arbitration by filing such demand in writing with the other party within thirty (30) days after the dispute first arises. Thereafter, arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect.

ELEVATE



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## CONTRACT | PROPOSAL

May 11, 2018

### CUSTOMER INFORMATION

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 City of La Vista  
 9900 Portal Road  
 La Vista, NE 68128  
 (402) 593-6455  
[jsiebels@cityoflavista.org](mailto:jsiebels@cityoflavista.org)

### PROJECT INFORMATION

Roof Coating Repairs  
 La Vista City Hall & Comm. Center  
 8116 Park View Boulevard  
 La Vista, Nebraska 68128

### CONTRACTOR INFORMATION

Estimator – Mark Keyser  
 712-263-9681 mobile  
[mark@elevateroofers.com](mailto:mark@elevateroofers.com)

We hereby submit specifications for the following:

#### ROOF COATING REPAIRS

We will perform roof coating repairs on the two-barrel roofs as follows:

1. We will power wash the entire two-barrel roofs.
2. We will apply "Ply Prime" to any exposed EPDM.
3. We will apply "MS" sealant to all man-made seams/patches 3" wide.
4. We will spray elastomeric roof coating over entire roof surfaces. (two passes for a minimum of 16 dry mils thickness)

#### NOTES:

1. There is a five-year leak guarantee provided by the applicator.
2. We will do our best to cover intakes and a/c units but odors from the product while it cures does occur.
3. We are not responsible for any issues or complaints that arise with tenants.
4. An SDS (safety data sheet) can be provided upon request regarding the products being used.

**WE PROPOSE** hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

Forty-eight Thousand, Seven Hundred Eighty-seven and no/100----- \$48,987.00

Payment to be made within 30 days of job completion. All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving change in cost will be executed only upon written approval and will become a change to the the proposed price. All agreements contingent upon changes or delays beyond our control. This proposal may be withdrawn if not accepted within 30 days.

Submitted by: Curt D. Boer  
 Authorized Contractors Representative

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Date of Acceptance: \_\_\_\_\_

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